

# Terms of Use

These are the general terms and conditions of ProcServe Holdings Limited for use of this Site. Please read these terms and conditions carefully. Your use of the Site will be subject to these terms and conditions.

## 1. Definitions

In these terms and conditions, the following definitions apply:

"ProcServe" means ProcServe Holdings Limited, whose registered office is at 123 Buckingham Palace Road, London SW1W 9SR;

"ProcServe Group" means ProcServe Holdings Limited and any subsidiary, holding or associated company;

"Site" means the web site at [www.procsolve.com](http://www.procsolve.com) and all information provided on it.

## 2. What you are allowed to do

You may:

(a) browse the Site using a compatible web browser (this Site is compatible with Internet Explorer, Mozilla Firefox and Safari). Permission to browse the Site includes permission to make transient or cached copies of parts of the Site to the extent that this occurs in the normal course of using your browser and that these copies are used only to facilitate current or subsequent access to the Site by you;

(b) print a copy of any page of the Site, for your own personal purposes, provided you do not do any of the things set out under "What you are not allowed to do".

## 3. What you are not allowed to do

3.1 You may not:

(a) (except to the extent expressly set out in these terms) make any copies of any part of the Site;

(b) remove or change anything on the Site;

(c) include or create links to or from the Site;

(d) copy or use any material from the Site for any commercial purpose;

(e) remove or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site.

3.2 You must only use the Site and anything available from the Site for lawful purposes, and you must comply with all applicable laws, statutes and regulations. You must not use our Site to:

(a) post, upload or otherwise transmit information or pictures that are obscene or pornographic,

threatening, menacing, racist, offensive, defamatory or otherwise unlawful;

(b) upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;

(c) download any file or materials posted by another user that you know, or reasonably should know cannot be copied or otherwise used;

(d) harass, stalk, threaten or otherwise violate the rights of others;

(e) harm or threaten to cause harm to minors;

(f) impersonate anyone else or otherwise misrepresent your identity or status; or

(g) hack into the Site or any other related computer system, make excessive traffic demands, deliver viruses or forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of ProcServe or any third party; and

(h) collect and process others' personal data.

3.3 ProcServe accepts no obligation to monitor the use of the Site. However, ProcServe reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these terms and conditions or any breach of applicable law or regulation. ProcServe will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security.

#### **4. Your personal information**

Usage of your personal information is governed by ProcServe's Privacy Policy, which forms part of these Terms and Conditions. In the event that ProcServe undergoes reorganisation or is sold to a third party, you agree that any personal information ProcServe holds about you may be transferred to that reorganised entity or third party.

#### **5. Passwords**

5.1 For certain parts of the Site, you will be issued with an individual password which may be used to access the Site and those pages for which their registration is required. You will use the password only for access to those applicable pages of the Site and not for any other purpose.

5.2 You must keep your password confidential at all times and must not disclose the password or permit anyone else to use your password. Any breach of any of these terms by anyone to whom you disclose the password will be treated as if the breach had been committed by you, and will not relieve you of your obligations under these terms and conditions.

5.3 In the event of any failure or error in the operation of a password, you shall cease using the password and exit the Site immediately, and notify ProcServe of such failure or error.

5.4 You shall cease to use and delete their password from any of your records upon expiry or termination of your membership for whatever reason.

5.5 ProcServe reserves the right to change your password and user name at any time in its sole discretion.

5.6 You agree to notify ProcServe promptly of any changes to your registration details.

## **6. Rights**

All intellectual property rights in any material (including text, photographs and other images and sound, trade marks and logos) contained in this Site is either owned by ProcServe or has been licensed to ProcServe by the rights owner(s) so that ProcServe can use this material as part of its Site. You are only allowed to use this Site and the material contained in the Site as set out in these terms.

## **7. Disclaimer and limitation of liability**

7.1 ProcServe does not, and nothing in these terms and conditions shall act to exclude or limit ProcServe's liability for death or personal injury resulting from its negligence, fraud or any other liability which may not by applicable law be excluded or limited. Your statutory rights as a consumer are not affected by any of these terms.

7.2 Subject to clause 7.1, in no event shall ProcServe be liable (whether for breach of contract, negligence or for any other reason) for any loss of profits, exemplary or special damages, loss of sales, loss of revenue, loss of goodwill, loss of any software or data, loss of bargain, loss of opportunity, loss of use of computer equipment, software or data, loss of or waste of management or other staff time, or for any indirect, consequential or special loss, however arising.

7.3 Subject to clauses 7.1 and 7.2, ProcServe's liability to you whether in contract, tort or otherwise is limited to £250

7.4 You agree that your use of the Site is on an "as is" and "as available" basis and that your use of the Site is at your sole risk. On that basis, except as expressly set out in these terms, ProcServe does not enter into conditions, warranties or other terms in relation to the Site (including any implied term relating to quality, fitness for a particular purpose).

7.5 You agree that the obtaining of any material through the use of the Site is carried out at your own risk and that ProcServe has no liability to you in respect of such material or the effects of such material.

7.6 ProcServe tries to make sure that all information contained on the Site is correct, but it does not accept any liability for any error or omission. You should check with ProcServe or the relevant supplier before acting on any information on the Site.

7.7 ProcServe may change the format and content of the Site from time to time. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site.

7.8 The Site includes links to external sites and co-branded pages. ProcServe has included links to these sites and co-branded pages to provide you with access to information and services that you

may find useful or interesting. ProcServe is not responsible for the content of these sites and pages or for anything provided by them.

7.9 ProcServe is not liable for any action you may take as a result of relying on any information provided in this Site.

## **8. Suspension and termination of Site**

8.1 ProcServe may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any sites or pages linked to it will be not necessarily be uninterrupted or error free.

8.2 ProcServe may terminate your access to the Site immediately in the event you breach any of these terms and conditions.

## **9. Enquiries or complaints**

If you have any enquiries or complaints (about the Site or someone else's use of the Site) then please address them to:

Webmaster

ProcServe

123 Buckingham Palace Road

London SW1W 9SR

United Kingdom

## **10. General and governing law**

10.1 ProcServe may change these terms and conditions from time to time and will endeavour to notify you of any major changes by posting a message on the Site. By browsing the Site you are accepting that you are bound by the current terms and conditions. You should check these each time you revisit the Site. These terms and conditions form the entire understanding of the parties and supersede all previous agreements, understandings and representations relating to the subject matter. If any provision of these terms and conditions is found to be unenforceable, this shall not affect the validity of any other provision. ProcServe may delay enforcing its rights under these terms and conditions without losing them. You agree that ProcServe may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without giving you notice.

10.2 ProcServe will not be liable to you for any breach of these terms and conditions which arises because of any circumstances which ProcServe cannot reasonably be expected to control.

10.3 These terms and conditions shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts.